

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

TERRY STATEN, individually and on)
behalf of other persons similarly)
situated,)

Plaintiff,)

vs.)

ASTELLAS PHARMA US, INC.;)
SEAGEN, INC.; AGENSYS, INC.;)
and DOES 1 THROUGH 100,)
inclusive)

Defendants.)

CASE NO. 2:23-cv-09525-FLA-PVCx

**STIPULATED PROTECTIVE
ORDER**

1. INTRODUCTION

1.1 PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment

1 under the applicable legal principles. The parties further acknowledge, as set forth
2 in Section 12.3, below, that this Stipulated Protective Order does not entitle them to
3 file confidential information under seal; Civil Local Rule 79-5 sets forth the
4 procedures that must be followed and the standards that will be applied when a party
5 seeks permission from the court to file material under seal.

6 1.2 GOOD CAUSE STATEMENT

7 Defendants Astellas Pharma US, Inc. and Seagen, Inc. (“Defendants”)
8 develop prescription drugs and other novel therapies. Defendants design and test
9 medications and products that address serious health issues. All if this is true with
10 respect to the patented therapy at issue in this litigation. Consequently, this action is
11 likely to involve trade secrets, valuable research, development, commercial,
12 financial, technical and/or proprietary information for which special protection from
13 public disclosure and from use for any purpose other than prosecution of this action
14 is warranted.

15 Such confidential and proprietary materials and information may consist of,
16 among other things, confidential business or financial information, information
17 regarding confidential business practices, confidential research, development, or
18 commercial information about the research, development, testing, marketing and
19 sale of prescription drugs and therapies (including information implicating privacy
20 rights of third parties), information otherwise generally unavailable to the public, or
21 which may be privileged or otherwise protected from disclosure under state or
22 federal statutes, court rules, case decisions, or common law. Such materials are also
23 likely to involve information relating to patients, including personal identifiable
24 information, medical conditions, care, and treatment, all of which are protected from
25 disclosure by the Health Insurance Portability and Accountability Act (“HIPAA”)
26 and state privacy laws.

Moreover, this action is likely to involve Plaintiff's medical records and other confidential materials pertaining to his personal identifiable information, medical conditions, care, and treatment, which are protected by HIPAA and California's privacy laws.

Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonably necessary uses of such material throughout the litigation, including in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the Parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

2. DEFINITIONS

2.1 Action: this pending federal lawsuit, *Staten v. Astellas Pharma US, Inc, et al.*, Case No. 2:23-CV-09525-FLA-PVC.

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 "CONFIDENTIAL" Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

1 2.5 Designating Party: a Party or Non-Party that designates information or
2 items that it produces in disclosures or in responses to discovery as
3 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
4 ONLY.”

5 2.6 Disclosure or Discovery Material: all items or information, regardless
6 of the medium or manner in which they are generated, stored, or maintained
7 (including, among other things, testimony, transcripts, and tangible things), that are
8 produced or generated in disclosures or responses to discovery in this matter.

9 2.7 Expert: a person with specialized knowledge or experience in a matter
10 pertinent to the litigation who has been retained by a Party or its counsel to serve as
11 an expert witness or as a consultant in this Action. 2.8 “HIGHLY

12 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items: extremely
13 sensitive “Confidential Information or Items,” disclosure of which to another Party
14 or Non-Party would create a substantial risk of serious harm that could not be
15 avoided by less restrictive means.

16 2.9 House Counsel: attorneys who are employees of a party to this Action.
17 House Counsel does not include Outside Counsel of Record or any other outside
18 counsel.

19 2.10 Non-Party: any natural person, partnership, corporation, association, or
20 other legal entity not named as a Party to this action.

21 2.11 Outside Counsel of Record: attorneys who are not employees of a
22 party to this Action but are retained to represent or advise a party to this Action and
23 have appeared in this Action on behalf of that party or are affiliated with a law firm
24 which has appeared on behalf of that party, and includes support staff.

1 2.12 Party: any party to this Action, including all of its officers, directors,
2 employees, consultants, retained experts, and Outside Counsel of Record (and their
3 support staffs).

4 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
5 Discovery Material in this Action.

6 2.14 Professional Vendors: persons or entities that provide litigation
7 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
8 demonstrations, and organizing, storing, or retrieving data in any form or medium)
9 and their employees and subcontractors.

10 2.15 Protected Material: any Disclosure or Discovery Material that is
11 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
12 ATTORNEYS’ EYES ONLY.”

13 2.16 Protected Health Information: Protected Health Information shall mean
14 CONFIDENTIAL information supplied in any form, or any portion thereof, that
15 identifies an individual or subscriber in any manner and relates to the past, present,
16 or future care, services, or supplies relating to the physical or mental health or
17 condition of such individual or subscriber, the provision of health care to such
18 individual or subscriber, or the past, present, or future payment for the provision of
19 health care to such individual or subscriber. includes, but is not limited to, medical
20 bills, claim forms, claim data, grievances or appeals, charge sheets, medical records,
21 medical charts, test results, notes, dictation, invoices, itemized billing statements,
22 remittance advice forms, explanations of benefits, checks, notices, requests, and
23 other documents or records that contain any patient health information required to
24 be kept confidential under any local, state, or federal law, including 45 C.F.R. Parts
25 160 and 164 promulgated pursuant to the Health Insurance Portability and
26 Accountability Act of 1996.

2.17 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

2.18 Stipulating Party: the Parties signing onto this Stipulated Protective Order.

3. SCOPE

This Stipulation and Order governs all Disclosure or Discovery Material produced in this case that constitute Protected Material. This Stipulation and Order is a qualified protective order pursuant to 45 C.F.R. § 164.512(e)(v). The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

Any use of Protected Material at trial will be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

4. DURATION

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order will remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition will be deemed to be the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection.

Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend "CONFIDENTIAL" or

1 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” (hereinafter
2 “CONFIDENTIAL legend”), to each page that contains protected material.

3 A Party or Non-Party that makes original documents available for
4 inspection need not designate them for protection until after the inspecting Party has
5 indicated which documents it would like copied and produced. During the
6 inspection and before the designation, all of the material made available for
7 inspection will be deemed “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
8 ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the
9 documents it wants copied and produced, the Producing Party must determine which
10 documents, or portions thereof, qualify for protection under this Order. Then, before
11 producing the specified documents, the Producing Party must affix the
12 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a
13 portion or portions of the material on a page qualifies for protection, the Producing
14 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
15 markings in the margins).

16 (b) for testimony given in depositions that the Designating Party
17 identifies the Disclosure or Discovery Material on the record, such deposition
18 testimony may be designated as “CONFIDENTIAL” or “HIGHLY
19 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information by notifying all
20 Stipulating Parties either (i) on the record at the time of the deposition, or (ii) by
21 writing within thirty (30) days of receipt of the final transcript by Counsel making
22 the designation, specifying the testimony to be designated confidential by page and
23 line number. If neither (i) or (ii) above are completed, the none of the transcript will
24 be designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
25 ATTORNEYS’ EYES ONLY”. Unless a Stipulating Party provides written notice
26 that it intends to use any portion of the deposition within the 30-day period, until the

1 expiration of such 30-day period, the entire text of the deposition transcript,
2 including all testimony therein, shall be treated as “CONFIDENTIAL” or
3 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information under
4 this Stipulation and Order. Any testimony which describes “CONFIDENTIAL” or
5 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information may be
6 so designated. Similarly, any deposition exhibits which have been designated as
7 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
8 ONLY” Information shall be treated as such under the terms of this Stipulation and
9 Order and shall not be annexed to the deposition transcript as exhibits thereto unless
10 the transcript is marked accordingly to maintain the confidentiality of documents.

11 When taking the deposition of an individual and/or entity who is not a
12 Stipulating Party to this Stipulation and Order, Counsel may not question the
13 deposition witness in a manner that would tend to reveal any “CONFIDENTIAL” or
14 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information without
15 first: (a) explaining to the witness that the information that will be the subject of the
16 inquiry is protected from disclosure by this Stipulation and Order; (b) providing the
17 witness with a copy of this Stipulation and Order, advising that the witness is bound
18 to this Stipulation Order, and having the witness execute “Exhibit A” attached
19 hereto; and (c) excluding all persons from the deposition, except for persons
20 authorized by this Stipulation and Order to have access to the “CONFIDENTIAL”
21 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information. The
22 provisions of this paragraph are not intended to, and do not apply to, employees of
23 Defendants. The provisions of this paragraph are also not intended to, and do not
24 apply to, experts retained by Counsel for the Stipulating Parties, provided they have
25 previously executed “Exhibit A” attached hereto.

26 Designations of “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
27

1 ATTORNEYS' EYES ONLY" Information in deposition transcripts will apply to
2 audio, video, or other records of the testimony.

3 (c) for information produced in some form other than documentary and for
4 any other tangible items, that the Producing Party affix in a prominent place on the
5 exterior of the container or containers in which the information is stored the legend
6 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
7 ONLY". If only a portion or portions of the information warrants protection, the
8 Producing Party, to the extent practicable, will identify the protected portion(s).

9 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
10 failure to designate qualified information or items does not, standing alone, waive
11 the Designating Party's right to secure protection under this Order for such material.
12 Upon timely correction of a designation, the Receiving Party must make reasonable
13 efforts to assure that the material is treated in accordance with the provisions of this
14 Order.

15 5.4 Redaction of Protected Information. Notwithstanding the provisions of
16 Section 5, the parties may redact personal information protected from disclosure
17 under applicable law (e.g., social security number, home address, telephone number,
18 family information), individually-identifiable health information protected from
19 disclosure under applicable law, proprietary information protected from disclosure
20 under applicable law (e.g., bank account numbers, credit card numbers), and any
21 other information protected from disclosure by applicable law. The non-redacting
22 party may challenge the redactions within 30 days of receiving the redaction by
23 written notice.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

6.2 Meet and Confer. The Challenging Party will initiate the dispute resolution process (and, if necessary, file a discovery motion) under Local Rule 37.1 et seq.

6.3 The burden of persuasion in any such challenge proceeding will be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties will continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

1 Protected Material must be stored and maintained by a Receiving Party at a
2 location and in a secure manner that ensures that access is limited to the persons
3 authorized under this Order.

4 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
5 otherwise ordered by the court or permitted in writing by the Designating Party, a
6 Receiving Party may disclose any information or item designated
7 “CONFIDENTIAL” only to:

8 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
9 well as employees of said Outside Counsel of Record to whom it is reasonably
10 necessary to disclose the information for this Action;

11 (b) the officers, directors, and employees (including House Counsel) of
12 the Receiving Party to whom disclosure is reasonably necessary for this Action;

13 (c) Experts (as defined in this Order) of the Receiving Party to whom
14 disclosure is reasonably necessary for this Action and who have signed the
15 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16 (d) the Court and its personnel;

17 (e) court reporters and their staff;

18 (f) professional jury or trial consultants, mock jurors, and Professional
19 Vendors to whom disclosure is reasonably necessary for this Action and who have
20 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

21 (g) the author or recipient of a document containing the information or a
22 custodian or other person who otherwise possessed or knew the information;

23 (h) during their depositions, witnesses, and attorneys for witnesses, in the
24 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
25 requests that the witness sign the form attached as Exhibit A hereto; and (2) they
26 will not be permitted to keep any confidential information unless otherwise agreed
27

1 by the Designating Party or ordered by the court. Pages of transcribed deposition
2 testimony or exhibits to depositions that reveal Protected Material may be separately
3 bound by the court reporter and may not be disclosed to anyone except as permitted
4 under this Stipulated Protective Order; and

5 (i) any mediator or settlement officer, and their supporting personnel,
6 mutually agreed upon by any of the parties engaged in settlement discussions.

7 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
8 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in
9 writing by the Designating Party, a Receiving Party may disclose any information or
10 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only
11 to:

12 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
13 employees of said Outside Counsel of Record to whom it is reasonably necessary to
14 disclose the information for this litigation;

15 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably
16 necessary for this litigation, (2) who have signed the “Acknowledgment and
17 Agreement to Be Bound” (Exhibit A), and (3) as to whom the procedures set forth in
18 paragraph 7.4(a)(2), below, have been followed;

19 (c) the court and its personnel;

20 (d) court reporters and their staff, professional jury or trial consultants, and
21 Professional Vendors to whom disclosure is reasonably necessary for this litigation
22 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
23 A);

24 (e) the author or recipient of a document containing the information or a
25 custodian or other person who otherwise possessed or knew the information; and

26 (f) House Counsel.

7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items to Experts.

(a)(2) Unless otherwise ordered by the court or agreed to in writing by the Designating Party, a Party that seeks to disclose to an Expert (as defined in this Order) any information or item that has been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant to paragraph 5.2(a) first must make a written request to the Designating Party that (1) identifies the general categories of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information that the Receiving Party seeks permission to disclose to the Expert, (2) sets forth the full name of the Expert and the city and state of his or her primary residence, (3) attaches a copy of the Expert’s current resume, (4) identifies the Expert’s current employer(s), (5) identifies each person or entity from whom the Expert has received compensation or funding for work in his or her areas of expertise or to whom the expert has provided professional services, including in connection with a litigation, at any time during the preceding five years¹ and (6) identifies (by name and number of the case, filing date, and location of court) any litigation in connection with which the Expert has offered expert testimony, including through a declaration, report, or testimony at a deposition or trial, during the preceding five years.²

¹ If the Expert believes any of this information is subject to a confidentiality obligation to a third-party, then the Expert should provide whatever information the Expert believes can be disclosed without violating any confidentiality agreements, and the Party seeking to disclose to the Expert shall be available to meet and confer with the Designating Party regarding any such engagement.

² It may be appropriate in certain circumstances to restrict the Expert from undertaking certain limited work prior to the termination of the litigation that could foreseeably result in an improper use of the Designating Party’s “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information.

1 (b) A Party that makes a request and provides the information specified in
2 the preceding respective paragraphs may disclose the subject Protected Material to
3 the identified Expert unless, within 14 days of delivering the request, the Party
4 receives a written objection from the Designating Party. Any such objection must
5 set forth in detail the grounds on which it is based.

6 (c) A Party that receives a timely written objection must meet and confer
7 with the Designating Party (through direct voice to voice dialogue) to try to resolve
8 the matter by agreement within seven days of the written objection. If no agreement
9 is reached, the Party seeking to make the disclosure to the Expert may file a motion
10 as provided in Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if
11 applicable) seeking permission from the court to do so. Any such motion must
12 describe the circumstances with specificity, set forth in detail the reasons why the
13 disclosure to the Expert is reasonably necessary, assess the risk of harm that the
14 disclosure would entail, and suggest any additional means that could be used to
15 reduce that risk. In addition, any such motion must be accompanied by a competent
16 declaration describing the parties' efforts to resolve the matter by agreement (i.e.,
17 the extent and the content of the meet and confer discussions) and setting forth the
18 reasons advanced by the Designating Party for its refusal to approve the disclosure.

19 (d) in any such proceeding, the Party opposing disclosure to the Expert
20 shall bear the burden of proving that the risk of harm that the disclosure would entail
21 (under the safeguards proposed) outweighs the Receiving Party's need to disclose
22 the Protected Material to its Expert.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”, that Party must:

(a) promptly notify in writing the Designating Party within ten (10) days of being served with the subpoena or court order. Such notification will include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification will include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order will not produce any information designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party will bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”. Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party will:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party’s confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party will not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court.

Absent a court order to the contrary, the Non-Party will bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). Pursuant to Federal Rule of Evidence 502(d), the production of privileged or work product protected documents is not a waiver, whether the production is inadvertent or otherwise, in the Action or in any other federal or state proceeding. Nothing contained in this Stipulated Protective Order, however, Limits a Party’s or Non-Party’s right to conduct a review for relevance and the segregation of privileged information and work product material prior to production. .

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

12.4 Notwithstanding the other provisions contained in this Order, nothing herein shall preclude any party from using its own Confidential Information in any manner it sees fit, without prior consent of any party or the Court.

13. FINAL DISPOSITION

After the final disposition of this Action, as defined in paragraph 4, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same

1 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
2 (by category, where appropriate) all the Protected Material that was returned or
3 destroyed and (2) affirms that the Receiving Party has not retained any copies,
4 abstracts, compilations, summaries or any other format reproducing or capturing any
5 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
6 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
7 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
8 reports, attorney work product, and consultant and expert work product, even if such
9 materials contain Protected Material. Any such archival copies that contain or
10 constitute Protected Material remain subject to this Protective Order as set forth in
11 Section 4 (DURATION).

12
13 14. Any willful violation of this Order may be punished by civil or criminal
14 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary
15 authorities, or other appropriate action at the discretion of the Court.

16
17 FOR GOOD CAUSE SHOWN BY THE PARTIES' STIPULATION, IT IS SO
18 ORDERED.

19
20
21 DATED: February 24, 2025



22 HON. PEDRO V. CASTILLO
23 United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of _____ [full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of *Staten v. Astellas Pharma US, Inc., et al.*, Case No. 2:23-CV-09525-FLA-PVC. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [full name] of _____ [full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where signed: _____

Printed name: _____

Signature: _____